

**AGREEMENT BETWEEN DEVELOPERS AND
GREENWOOD BOARD OF PUBLIC WORKS AND SAFETY
FOR
INSPECTION AND TESTING SERVICES**

SUBJECT PROJECT: _____

SUBJECT NUMBER: _____

The Greenwood Board of Public Works and Safety, through the Sanitation Department, agrees to provide all Inspection and Materials Testing Services, including transportation and testing equipment, but not including construction engineering or construction stake out, required to provide assurance that the subject sanitary sewer project is constructed in accordance with plans and specifications approved by the City, except that Inspection and Materials Testing Services for improvements other than sanitary sewers are not covered by this Agreement but another agreement.

The Inspection and Materials Testing Services for sanitary sewer improvements (hereinafter “the Project”) will be in accordance with City policies and procedures, and this could assist in the decision determining acceptance of the Project into the City of Greenwood Sanitary Sewer System for maintenance, providing the policies and procedures are adhered to by the Developer or his representative.

The Developer, for himself and his successors or assigns, shall indemnify and hold the City of Greenwood harmless from and against all claims, demands, actions, causes of action, liabilities, injuries, suits, loss and expense of every nature and kind (including attorneys’ fees) asserted against the City, for or on account of any person, arising out of any act or omission of the Developer or his contractor in performing under this Agreement or on the Project unless it is the result of the sole negligence of the City. The Developer shall be notified of any such claim made against the City of Greenwood and the Developer shall have the right to retain an attorney of its choice to defend or negotiate any such claim, and agree to pay the legal fees incurred.

The Board agrees to perform such Inspection and Materials Testing Services for a fee of Thirty-Five Dollars (\$35.00) per hour of actual time spent on the Project by the Sanitation Department’s authorized representative of the Board in performing said Inspection and Materials Testing Agreement.

The estimated time for completion of the project is _____ weeks.
The estimated inspection time is ten (10) hours per week.
The total estimated cost for Inspection and Testing services is _____.

The Developer agrees to include fifty percent (50%) of the total estimated cost or _____
_____ with this “Agreement” with the check made payable to the City of Greenwood Sanitation Department.

The actual Inspection and Material Testing fee will be based on the actual number of hours of inspection and testing required to complete the Project.

The balance of the total Inspection and Materials Testing fee is to be paid upon the acceptance of the completed public sanitary sewer improvement work by the Board and prior to the release of any performance bond by the Greenwood Board of Public Works and Safety on the Project.

The Developer and his contractor on this Project agree to cooperate with the Board and its representatives in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hand this ____ day of _____, 20____.

CONTRACTOR:

By:_____

(Printed Name and Title)

DEVELOPER:

By:_____

(Printed Name and Title)

WITNESS:

(Printed Name and Title)

IN WITNESS WHEREOF, the Greenwood Board of Public Works and Safety hereby accepts the foregoing Agreement and has herewith set its hand this ____ day of _____, 20____.

Board of Public Works and Safety
City of Greenwood

BY:_____ BY:_____ BY:_____
Board Member Board Member Board Member

ATTEST:

Clerk-Treasurer

APPROVED AS TO FORM AND LEGALITY:

Attorney for Board of Public Works and Safety